

## Loan Summary

<b>Loan Number</b>		<b>Application Number</b>	
<b>Product Type</b>	Used Auto CE	<b>Purpose</b>	Purchase
<b>Loan Amount</b>	\$11,000.00	<b>Payment Amount</b>	\$197.60 Monthly
<b>Loan Term</b>	60	<b>Interest Rate</b>	2.990%
<b>Combined DTI</b>	0.44300509413094613	<b>Repayment Method</b>	Cash
<b>LTV</b>	0.83650190114068446		
<b>Debt Protection Selection</b>			
<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>	<b>No Protection</b>
<b>Collateral Type</b>	Auto	<b>Collateral Value Source</b>	J.D. Power
<b>Collateral 1</b>	2006 Toyota Tundra	<b>Collateral 1 Value</b>	\$13,150.00
<b>Collateral 2</b>		<b>Collateral 2 Value</b>	
<b>Collateral 3</b>		<b>Collateral 3 Value</b>	
<b>Pledge Account Number</b>		<b>Pledge of Shares</b>	

<b>Primary Borrower</b>	<b>Member Number</b>
<b>Credit Score</b>	
<b>Credit Report Date</b>	6/2/2022
<b>Monthly Income</b>	
<b>Projected DTI</b>	0.44300509413094613

<b>Co-Borrower</b>	<b>Member Number</b>
<b>Credit Score</b>	
<b>Credit Report Date</b>	
<b>Monthly Income</b>	
<b>Projected DTI</b>	

<b>Guarantor</b>	<b>Member Number</b>
<b>Credit Score</b>	
<b>Credit Report Date</b>	
<b>Monthly Income</b>	
<b>Projected DTI</b>	

<b>Guarantor</b>	<b>Member Number</b>
<b>Credit Score</b>	
<b>Credit Report Date</b>	
<b>Monthly Income</b>	
<b>Projected DTI</b>	

<b>Guarantor</b>	<b>Member Number</b>
<b>Credit Score</b>	
<b>Credit Report Date</b>	
<b>Monthly Income</b>	
<b>Projected DTI</b>	

<b>Created By User</b>			
<b>Originating User</b>	System		6/2/2022
<b>Processor</b>	Virginia Keeton		
<b>Underwriter</b>			
<b>Final Underwriter</b>	System		6/2/2022
<b>Contract Received User</b>			
<b>Funding Prep User</b>	Virginia Keeton		
<b>Funder</b>	Virginia Keeton		
<b>Closer</b>	Traci Tipton		
<b>Booking User</b>	Traci Tipton		6/2/2022 3:04:07 PM



## Loan and Security Agreements and Disclosure Statement

LOAN DATE	ACCOUNT NUMBER	LOAN NUMBER	GROUP POLICY NUMBER	MATURITY DATE
06/02/2022				06/01/2027
LOAN TYPE	LOAN PURPOSE			

BORROWER 1 (Name & Address)	BORROWER 2 (Name & Address)
Justin Patrick Jenkins 115 Julie Ln Unit 115 Johnson City, TN 37601	

**TRUTH IN LENDING DISCLOSURE ('e' means an estimate)**

<b>ANNUAL PERCENTAGE RATE</b> The cost of Your credit as a yearly rate.		<b>FINANCE CHARGE</b> The dollar amount the credit will cost You.		<b>Amount Financed</b> The amount of credit provided to You or on Your behalf.		<b>Total of Payments</b> The amount You will have paid after You have made all payments as scheduled.		<b>Total Sale Price</b> The total cost of Your purchase on credit is \$ which includes Your downpayment of \$ .	
2.991 %		\$ 855.79		e \$ 11,000.00		e \$ 11,855.79		e \$ .	
<b>Your Payment Schedule Will Be:</b>						<b>Prepayment:</b> If You pay off early You will not have to pay a penalty. <b>Required Deposit:</b> The Annual Percentage Rate does not take into account Your required deposit, if any. <b>Demand:</b> <input type="checkbox"/> This obligation has a demand feature. <input type="checkbox"/> All disclosures are based on an assumed maturity of one year.			
<b>Number of Payments</b>		<b>Amount of Payments</b>		<b>When Payments Are Due</b>					
59		\$ 197.60		Beginning 07/01/2022					
1		\$ 197.39		e 06/01/2027					
<b>Property Insurance:</b> You may obtain property insurance from anyone You want that is acceptable to the Credit Union.						<b>Filing Fees</b> \$ 0.00		<b>Non-Filing Insurance</b> \$	

**Late Charge:**

**Security:** Collateral securing other loans with the Credit Union may also secure this Loan. You are giving a security interest in Your shares and dividends and, if any, Your deposits and interest in the Credit Union; and the Property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
			5TBDT44106S544001		\$ \$ \$	
Other (Describe)						
Pledge of Shares \$		in Account No.	\$		in Account No.	

**See Your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.**

**ITEMIZATION OF THE AMOUNT FINANCED ('e' means an estimate)**

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ 11,000.00	\$ N/A	\$ N/A	\$ 0.00

**Amounts Paid to Others on Your Behalf:** (If an amount is marked with an asterisk (\*) We will be retaining a portion of the amount.)

\$ 11,000.00	To AUTONATION	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	* \$	To
\$	To	* \$	To

# LOANLINER

**MILITARY LENDING ACT DISCLOSURES**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please call Us at 1-877-230-3362 to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation.

A "Covered Borrower" for purposes of this loan means a consumer who, at the time the consumer becomes obligated on this loan, is a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on this transaction) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

**LOAN AGREEMENT**

In this Loan Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "You" or "Your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

**1. PROMISE TO PAY** - You promise to pay \$11,000.00 to the Credit Union plus interest on the unpaid balance until what You owe has been repaid. For **fixed rate** loans, the interest rate is % per year. This agreement shall be governed by the laws of the state of Tennessee.

**Collection Costs:**

**2. PAYMENTS** - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If You prepay any part of what You owe, You are still required to make the regularly scheduled payments, unless We have agreed to a change in the payment schedule. Because this is a simple interest loan, if You do not make payments exactly as scheduled, Your final payment may be more or less than the amount of the final payment that is disclosed. If You elect voluntary payment protection, We will either include the premium or program fee(s) in Your payments or extend the term of Your loan. If the term is extended, You will be required to make additional payments of the scheduled amount, until what You owe has been paid. You promise to make all payments to the place We choose. If this loan refinances another loan You have with Us, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner We choose.

**3. LOAN PROCEEDS BY MAIL** - If the proceeds of this loan are deposited directly into Your account with the Credit Union, interest on this loan begins on the date of deposit. If the proceeds of this loan are delivered to You personally, interest on this loan begins on the date of delivery. If the proceeds of this loan are mailed to You, interest on this loan begins on the date the loan proceeds are mailed to You.

**4. SECURITY FOR LOAN** - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans You have with Us also secures this loan, unless the property is a dwelling or otherwise prohibited by federal and/or state law. In addition to Your pledge of shares, We may also have what is known as a statutory lien on all individual and joint accounts You have with Us. A statutory lien means We have the right under federal and/or state law to claim an interest in Your accounts. Unless otherwise prohibited by federal and/or state law, We can enforce a statutory lien against Your shares and dividends and, if any, interest and deposits, in all individual and joint accounts You have with Us to satisfy any outstanding financial obligation that is due and payable to Us. We may exercise Our right to enforce this lien without further notice to You, to the extent permitted by law. **For all borrowers:** You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts You have with the Credit Union now and in the future. **The statutory lien and/or Your pledge will allow Us to apply the funds in Your account(s) to what You owe when You are in default.** If a dollar amount and account number are listed in the "Security" section of the Truth in Lending Disclosure, You may not withdraw the amount that has been specifically pledged to secure this loan until the Credit Union agrees to release all or part of the pledged amount. The statutory lien and Your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

**5. DEFAULT** - You will be in default under this Agreement if You do not make a payment of the amount required on or before the date it is due. You will be in default if You break any promise You made in connection with this loan or if You or anyone is in default under any security agreement made in connection with this Agreement. You will be in default if You fail to take action to protect Our security interest in the property including, but not limited to, failure to title and/or register the property, as applicable, and list Eastman Credit Union as first lien holder within twenty (20) days of receiving Your loan proceeds. You will be in default if You die, file for bankruptcy, become insolvent (that is, unable to pay Your bills and loans as they become due), or if You made any false or misleading statements in Your loan application. You will also be in default if something happens that We believe may seriously affect Your ability to repay what You owe under this Agreement or if You are in default under any other loan agreement You have with Us.

**6. ACTIONS AFTER DEFAULT** - When You are in default, We may demand immediate payment of the entire unpaid balance under this Agreement. **We will also apply against what You owe any shares and/or deposits given as security under this Agreement. Unless You are a Covered Borrower under the Military Lending Act, You waive any right You have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment.** We may also exercise any other rights given by law when You are in default.

**Default Interest Rate:** A default ANNUAL PERCENTAGE RATE of up to 18% may be imposed if You are in default under this Agreement. This default rate may also be imposed if You fail to register and list Eastman Credit Union as first lien holder within twenty (20) days of receiving Your loan proceeds. You agree that Eastman Credit Union has the right to perform any lien holder activities allowed by law and any fees associated with such lien holder activities will be added to Your account.

**7. EACH PERSON RESPONSIBLE** - Each person who signs, or otherwise authenticates, this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means We can enforce Our rights against any one of You individually or against all of You together.

**8. LATE CHARGE** - If You are late in making a payment, You promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, You will not be charged one.

**9. DELAY IN ENFORCING RIGHTS** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives.

**10. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**11. NOTICES** - Notices will be sent to You at the most recent address You have given Us in writing. Notice to any one of You will be notice to all.

**12. USE OF ACCOUNT** - You promise to use Your account for consumer (personal, family or household) purposes, unless the Credit Union gives You written permission to use the account also for agricultural or commercial purposes, or to purchase real estate. If your account is a student loan, you promise to use the account for one or more qualified higher education expenses as defined in 26 U.S.C. 221.

**13. NO ORAL AGREEMENTS -- THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**14. The following is required by Vermont law: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**15. NOTICE TO UTAH BORROWERS:** This written Agreement is the final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.

**16. ELECTRONIC COPIES OF LOAN DOCUMENTS** - You agree that a copy (including a facsimile, scanned or imaged copy) of Your loan Agreement or any other documents (including Your Security Agreement) may be substituted for and used for any purpose as the original signed documents.

**17. COMPLIANCE AGREEMENT** - You agree to cooperate with the Credit Union in correcting any clerical errors in Your Loan or Security Agreements. You also agree to take any actions required to allow Eastman Credit Union to perfect its security interest in the property You have pledged as security for this loan. You understand and agree that failure to make corrections or complete documents as requested by the Credit Union is a default of this Agreement.

**18. LIMITED DURABLE POWER OF ATTORNEY** - You hereby irrevocably appoint Us and any and all of Our agents acting on Our behalf as Your attorney-in-fact with full authority to execute and record any and all documents, instruments and affidavits necessary to correct any clerical errors in this Agreement, including the description of the Collateral given as security for the loan or errors in calculating Your payments under the loan.

**19. AUTHORIZATION TO RELEASE INFORMATION TO GUARANTOR** - You agree that We may release any information about Your loan, including Your loan payment history, to any individual(s) who have signed a Guaranty Agreement to guarantee payment of Your outstanding loan amount.

**20. FEDERAL STUDENT LOAN CONSOLIDATION** - Federal student loans are funded by the federal government. Private student loans are nonfederal loans, made by a lender such as a bank, Credit Union, state agency, or a school. Federal student loan programs offer various benefits and repayment options, such as income-driven repayment plans or loan forgiveness programs. If You consolidate or refinance Your federal loans with a private lender, such as ECU, You will lose benefits available to federal student loan borrowers. For more information, visit HYPERLINK "<http://www.ed.gov>" [www.ed.gov](http://www.ed.gov).

## SECURITY AGREEMENT

In this Security Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "You" or "Your" mean any person who signs, or otherwise authenticates, this Agreement.

**1. THE SECURITY FOR THE LOAN** - You give Us what is known as a security interest in the Property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest You give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest



also includes any replacements for the Property which You buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **Unless prohibited by applicable law, the security interest also secures any other loans, including any credit card loan, You have now or receive in the future from Us and any other amounts You owe Us for any reason now or in the future, except any loan secured by Your principal dwelling.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or Your principal dwelling, the Property will secure only this Loan and not other loans or amounts You owe Us.

**3. OWNERSHIP OF THE PROPERTY** - You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** - If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** - Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.

**6. PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what You owe. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your insurance policy.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and You will pay interest on those amounts at the same rate You agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans for the purpose of determining whether You and other borrowers have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan, We may increase Your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** - If You do not purchase the required property insurance, the insurance We may purchase and charge You for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**8. LIMITED DURABLE POWER OF ATTORNEY** - You hereby irrevocably appoint Us and any and all of Our agents acting on Our behalf as Your attorney-in-fact with full authority to execute and record any and all instruments, affidavits, certificates of title, applications for noting of liens on certificates of title, renewals, and other documents necessary to: (a) effect registrations, transfers of title, applications for title and notations of liens on certificates of title for any and all Collateral; (b) evidence Our security interest in any and all Collateral; and (c) do such other things and take such other actions required to title, license and/or perfect Our security interest in any and all Collateral. As used herein, the term "Collateral" means the property (or properties) described in the "Security" section of the Truth in Lending Disclosure that You have received in connection with this Loan. This Limited Power of Attorney shall not terminate or otherwise be affected by Your subsequent disability or incapacity.

**9. DEFAULT** - You will be in default if You fail to make Your loan payment by the date it is due. You will be in default if You do not meet Your obligations or break any promise You made under the Loan Agreement or this Security Agreement. You will be in default if You do not negotiate in good faith with Your insurance company following the loss or damage to the property. You will be in default if You receive insurance proceeds or other funds to repair the property and You fail to complete those repairs to Our satisfaction. You will be in default if You sell the property and fail to apply the proceeds to any amount You owe to Us. You will be in default if any property You have given Us as security is repossessed by someone else or seized under a forfeiture or similar law. You will be in default if anything happens that gives Us a reason to believe that You will not be able to make Your payments on any loan obligation You have to Us. **You will be in default if anything else happens that, in Our opinion, significantly affects the value of the property or Our security interest in the property.**

**10. WHAT HAPPENS IF YOU ARE IN DEFAULT** - When You are in default, and after You have been given any time You may have under state law to cure Your default, We may, without any advance notice to You, require immediate payment of the outstanding balance of the Loan and take possession of the Property. You agree the Credit Union has the right to take

possession of the Property without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it, when You are in default. We will not be responsible for any other property not covered by this Agreement that You leave inside the Property or that is attached to the Property. We will try to return that property to You or make it available for You to claim.

After We have possession of the Property, We can sell it and apply the money to any amounts You owe Us. We will give You notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

If You have agreed to pay the Loan, You must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what You owe under this Agreement.

**Default Interest Rate:** You agree that if You are in default and You have agreed to pay the Loan, We may increase Your interest rate on the Loan up to 18% or the maximum allowed by state law.

**11. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan, You agree that this Agreement will remain in effect.

**12. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

☐ *The following notice applies ONLY when the box at left is marked.*


**13. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**14. OTHER PROVISIONS -**

### SIGNATURES

By signing, or otherwise authenticating, as Borrower, You agree to the terms of the Loan Agreement. If Property is described in the "Security" section of the Truth in Lending Disclosure, You also agree to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT**

Borrower 1 Signature	Date
<b>X</b> 	06/02/2022
(Seal)	

Justin Patrick Jenkins

Borrower 2 Signature	Date
<b>X</b>	06/02/2022
(Seal)	


**AutoNation Chrysler Dodge Jeep Ram & FIAT**  
Johnson City

Date: 6/2/2022 1:50:21 PM Manager: Griffin, William  
ID: 87353484-4171010277 Associate Reid, Winfred

Customer: Justin Jenkins  
Address: 115 Julie Lane #115  
Johnson City, TN 37601

Phone 1: [REDACTED]  
Email: [REDACTED]

**VEHICLE**



2006 TOYOTA TUNDRA 4WD 7842\*\*  
DoubleCab DW V8  
Stock #: 6S544001  
Mileage: 154456  
VIN: 5TBDT44106S544001  
Warranty:

**PRICE INDEX**

\* CarGurus AutoNation


\$14,572 \$12,967

\$1,605 below CarGurus® value

**PURCHASE OPTION**

Vehicle Selling Price		<b>\$12,967.00</b>
Sales Tax (estimate)	+	\$1,084.49
Documentation Fee	+	\$699.00
Title Fee	+	\$27.00
Tag/Registration Fees (estimate)	+	\$36.50
Other	+	\$5.00
Balance Due (estimate)		<b>\$14,818.99</b>

**TRADE**



**We'll Buy Your Car**  
We provide a Guaranteed Trade-In Offer honored for 7 days or 500 miles at any of our locations.

**FINANCE OPTIONS**

Cash Down	48 months APR: 5.99 %	54 months APR: 5.99 %	60 months APR: 5.99 %
\$2,000	\$302	\$273	\$249
\$4,000	\$255	\$230	\$210
\$6,000	\$208	\$188	\$171

**Ask how you can protect your vehicle tomorrow with a Vehicle Service Contract today!** This menu is provided to you, our customer, to assist you in better understanding the financial options available. Amounts above are ESTIMATES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, eligibility for rebates and other factors particular to your transaction. Final payments and terms may vary. Customer agrees to pay the difference, if any, in the amount of the trade lien payoff. The Price Index does not include dealer/documentation fee, tax, registration, titling, or other government fees. Third party prices fluctuate daily/weekly and are provided as of 6/2/2022. Third party trademarks shown above are the property of their respective owners. Price quoted expires 6/3/2022. \*The CarGurus Instant Market Value (IMV) is an estimated fair retail price for a vehicle based on an analysis of comparable current and previous car listings. IMV is intended to provide pricing guidance but is not an official appraisal or guarantee.

X Buyer: Justin Jenkins Date X Sales Manager Date



**EASTMAN  
CREDIT  
UNION**

P.O. Box 1989 • Kingsport, TN 37662

**THIS IS NOT A CONTRACT FOR INSURANCE**  
**Consumer**

BORROWER 1 NAME	BORROWER 2 NAME	MEMBER NUMBER
-----------------	-----------------	---------------

**ECU LOAN GUARDIAN CONTRACT ("Contract")**

**PROTECTED LOAN(S)**

LOAN NUMBER: \_\_\_\_\_

**OPTIONS**

YOU ELECT THE FOLLOWING OPTION: (check only one box)	<input type="checkbox"/> Platinum	<input type="checkbox"/> Gold	<input type="checkbox"/> Silver	<input checked="" type="checkbox"/> No Protection
	- Life Plus - Disability - Involuntary Unemployment	- Life Plus - Disability	- Life Plus	
Program Fee: Rate per \$100 of the Monthly Outstanding Loan Balance*	\$0.400	\$0.300	\$0.100	

Estimated Total Fees for Option chosen (Closed-End Only)	\$ 0.00
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This Contract protects the first two Borrowers listed on the lending agreement.

**ELIGIBILITY QUESTIONS:**

Subject to the terms, conditions and exclusions, You are eligible for protection under this Contract if You are a Borrower on the Loan on the Effective Date of Protection and meet the eligibility requirements below.

If electing an option with Disability or Involuntary Unemployment, You must answer Question 1.

1. Are You actively working, for wages or profit, for 25 hours or more per week on the date You sign this Contract?

You will be considered actively working if You are absent from work due to sabbatical, strike, or vacation, but will soon return to work. You will not be considered actively working if You are on an Annual, Regularly Scheduled or Seasonal Layoff, medical or Disability leave.

Borrower 1	Borrower 2
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If at least one Borrower answered "Yes" to Question 1, both Borrowers are eligible for options that include Disability or Involuntary Unemployment protection.

**Important Notices:** Please read this Contract in its entirety. You are bound by the terms and conditions of this Contract.





- We reserve the right to refuse Your purchase of the protection.
- In this Contract, the term "You" or "Your" mean the Borrower(s) and "We", "Us", or "Our" mean the Creditor.
- Protection is voluntary and not required to obtain credit. We will not consider whether or not You elect protection in making a credit decision.
- This Contract contains terms and conditions which may limit or exclude benefits.
- You may not qualify for all benefits.
- Protection is limited to a maximum of \$50,000. You will not be charged a Program Fee on any amount greater than this maximum.
- Protection for Life Plus protection will be reduced at the end of the month during which You reach Your 70th birthday.
- This Contract contains the conditions upon which We will cancel all or a portion of the Protected Balance and/or cancel the Protected Payment and the Program Fee. The terms and conditions which explain how We will cancel all or a part of Your Protected Balance are provided in this Contract.
- This Contract replaces all credit insurance policies and/or certificates, similar payment protection plans, and program contracts You previously entered into with respect to the Loan.

☐ **Subsequent Election**

If the election above represents a replacement of credit insurance, similar payment protection or a change in the program for an existing Loan, and the cost of the newly elected protection results in an increased Program Fee, You agree to:

- ☐ make additional Loan payments of the same amount until what You owe has been repaid.
- ☐ increase Your Loan payment to \$\_\_\_\_\_ per \_\_\_\_\_.
- ☐ make \_\_\_\_\_ additional Loan payments and increase Your Loan payment to \$\_\_\_\_\_ per \_\_\_\_\_.

**Your signature or authentication below means:** (a) that You meet the eligibility requirements shown above; (b) that Your election above will remain in effect, according to the terms of the Contract, unless subsequently modified; (c) that You agree that You have received and thoroughly read the Contract; (d) that You agree to pay for and, where applicable, let Us add the Program Fee to Your Loan balance each month, which would subject the Program Fee to finance charges like the rest of Your Outstanding Balance; (e) that the fee You are charged for this protection is subject to change; and (f) if the "No Protection" checkbox is marked or if no checkbox is marked in the Options section, You do not have protection.

BORROWER 1 SIGNATURE  	DATE 06/02/2022	BORROWER 2 SIGNATURE  	DATE 06/02/2022
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**CONTRACT**

FOR INTERNAL USE ONLY – Please Print

Virginia Keeton

MSR NAME/BRANCH

06/02/2022

DATE

**DEFINITIONS**

**ACCIDENTAL INJURY** means bodily harm that is unforeseen, unexpected, involuntary and due to an external cause.

**ACTIVE EMPLOYMENT** means that You are employed for wages or profit 25 hours or more per week.

**ADMINISTRATOR** means CUNA Mutual Insurance Agency, Inc., 5910 Mineral Point Road, Madison, Wisconsin 53705, one of its affiliates or a contracted third party.

**ADVANCE** means each extension of credit We provide to You under a Loan.

**ANNUAL, REGULARLY SCHEDULED OR SEASONAL LAYOFF** means unemployment due to expected lack of work during certain times of the year.

**BORROWER** means a natural person who is obligated to repay the Advance to Us, either solely, principally or jointly and severally.

**EFFECTIVE DATE OF PROTECTION** means the later of: (a) the date You purchased protection under this program option; (b) the date We reinstate Your protection under this Contract if applicable; or (c) the date of an Advance under a protected Loan.

**LOAN** means a closed-end note or an open-end credit plan as set forth in the protected Loans section on this Contract.

**NON-PROTECTED ADVANCE** means any Advance not protected according to the Non-Protected Events & Advances section of this Contract.

**OUTSTANDING BALANCE** means the outstanding Loan balance under a protected Loan.

**PROGRAM FEE** means the amount You pay monthly for protection under the Contract. The amount You pay is applied in arrears. This means the monthly amount You pay is for the previous month of protection. The rate used to determine the Program Fee is subject to change. You will receive notice before any increase goes into effect.

**PROTECTED BALANCE** means the principal, interest, the Program Fee and any amounts which the Creditor and the Borrower agreed to finance as part of the Loan. It does not include any other fees, or any Non-Protected Advances. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

**PROTECTED PAYMENT** means the minimum payment amount, including principal, interest, and the Program Fee, due on the Protected Balance on the date Protection Activation begins. It does not include the amount of any payment that represents a past-due payment. A scheduled lump-sum balloon payment will be protected for the amount of the minimum payment due for the period immediately preceding the scheduled balloon payment. For interest cancellation options, the Protected Payment will be the interest and Program Fee due on the Protected Balance. The Protected Payment will remain equal to the Protected Payment as of the first day of the Protected Event. Additionally, any Advance taken during any period of Life Plus, Disability or Involuntary Unemployment will not be protected and the payment for that Advance will not be cancelled. You are responsible for re-paying any amounts that are not cancelled.

**PROTECTION ACTIVATION** means the cancellation of Your Protected Payment in accordance with the terms and provisions of the Contract.

**SICKNESS** means a disease, illness or condition that affects the body and causes bodily malfunction or discomfort.

**TEMPORARY EMPLOYEE** means an employee of a single employer working in a limited-term employment assignment or an employee working in a contingent or temporary employment assignment with a different entity than the employee's employer and is not paid by the entity where such employee actually performs work.

**WILLFUL OR CRIMINAL MISCONDUCT** means an act of willful disregard of the employer's interests, a deliberate violation of the employer's rules, a disregard of the standards of behavior which the employer has a right to expect of an employee, or negligence indicating an intentional disregard of the employer's interests or of the employee's duties and obligations to the employer, or any unlawful behavior as determined by local, state or federal law.

**PROTECTED EVENTS**

We will protect the Loan(s) according to the terms of this Contract if You purchased protection and You pay the applicable Program Fee. Throughout the life of the Loan, You must qualify for protection at the time of Protection Activation. It is Your responsibility to notify Us if Your circumstances change.

**LIFE PLUS (Included with Platinum, Gold, and Silver)**

If Your death occurs:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance as of the date of death, up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance as of the date of death, up to a maximum of \$12,500.

If two protected Borrowers die, We will cancel the lesser of the Life Plus amount for each protected Borrower or the Protected Balance.

Life Plus protection includes the following Protected Events. To qualify for:

- **Accidental Dismemberment:** You must have an injury caused only by external, violent and accidental means and results in the total irrecoverable loss of sight in one or both eyes, the loss of one or both feet by actual severance or amputation at or above the ankle, or the loss of one or both entire hands by actual severance or amputation at or above the wrist. Dismemberment must occur within 90 days of the injury which caused it.
- **Terminal Illness:** You must have received a certified diagnosis from a licensed physician, other than You or an immediate family member, of a Terminal Illness with a life expectancy of 12 months or less. Payment Activation will begin on the date Your Terminal Illness is certified.
- **Hospitalization:** You must be admitted to a hospital for at least 48 consecutive hours.
- **Family Medical Leave:** You, with Your employer's written approval, take an unpaid leave of absence from Your Active Employment for at least 14 consecutive days to attend to the needs of Your newborn, newly adopted or foster child, or to care for Your spouse, child or parent with a serious health condition (as defined by the Federal Family and Medical Leave Act). For purposes of this protection, a spouse includes Your spouse, common law spouse or a legally recognized same-sex domestic partner. **This protection will not protect You during a leave of absence that occurs while You are a Temporary Employee, an independent contractor, self-employed, or employed by a joint Borrower.**
- **Loss of Life of a Non-Protected Dependent:** The death of a non-protected dependent, which in the past 2 years was a dependency exemption on Your tax return.

If You qualify for Protection Activation under Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, one time per a 12 month period beginning with the Protected Event.

If You qualify for Protection Activation under Terminal Illness or Accidental Dismemberment:

- before the end of the month during which You reach Your 70th birthday, We will cancel 100% of Your Protected Balance up to a maximum of \$50,000.
- after the end of the month during which You reach Your 70th birthday, We will cancel 25% of Your Protected Balance up to a maximum of \$12,500.

**NOTE: Protection Activation will not be provided for LIFE PLUS** if You no longer have a Protected Balance. If more than one Protected Event occurs for Hospitalization, Family Medical Leave, or Loss of Life of a Non-Protected Dependent within a 12 month period, Protection Activation will only occur once. Additionally, if Protection Activation is occurring for Disability or Involuntary Unemployment, We will cancel 3 Protected Payments or up to \$3,000, whichever occurs first, for Hospitalization, Family Medical

## CONTRACT

Leave or Loss of Life of a Non-Protected Dependent after Protection Activation has stopped for Disability or Involuntary Unemployment. However, if You incur a Terminal Illness or an Accidental Dismemberment, We will cancel according to the terms under "If You qualify for Protection Activation under Terminal Illness or Accidental Dismemberment" provision.

### **DISABILITY (Included with Platinum and Gold)**

Disability always means You are unable, because of a medically determined Accidental Injury or Sickness, to perform all of the essential functions of Your occupation at the time Your Disability begins, and You are under the regular care and treatment of a licensed physician, other than You or a family member. If You are not employed when Your Disability begins, Disability always means You are unable, because of a medically determined Accidental Injury or Sickness, to perform the essential functions required of any occupation for which You are reasonably qualified by training, education or experience.

**To qualify for Disability protection, You must:** (a) meet the definition of Disability for at least 14 consecutive days; and (b) not be actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability.

**After You have satisfied the waiting period** and beginning with the 15th day of Your Disability, We will cancel a minimum of 1 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Disabled, up to a maximum of (a) 12 months or (b) \$12,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

**Cancellation of Your Protected Payment will stop the earliest of:** (a) 12 months of Protected Payments have been cancelled; (b) \$12,000 maximum per period of Disability has been reached; (c) You no longer have a Protected Balance, Your Loan is paid-off or discharged for any reason; (d) the date You return to actively working at any job or combination of jobs paying You an income equal to or exceeding 80% of the income You were earning from Your Active Employment immediately preceding the date You qualified for Disability; (e) You no longer qualify for Disability protection; or (f) You are deceased.

### **INVOLUNTARY UNEMPLOYMENT (Included with Platinum)**

Involuntary Unemployment means that You involuntarily lost Your Active Employment.

**To qualify for Involuntary Unemployment protection, You must meet the following requirements at the time of Protection Activation and throughout the protected period:** (a) You meet the definition of Involuntary Unemployment for at least 14 consecutive days; (b) You are receiving or have received state unemployment benefits for the period of unemployment for which You are requesting Protection Activation; (c) You are seeking Active Employment; and (d) You provide Us or Our Administrator with proof of qualification for Involuntary Unemployment protection at the time of Protection Activation and throughout the protected period.

**NOTE: An award for unemployment benefits from Your state agency does not guarantee cancellation of Your Protected Payment under this Contract.**

**After You have satisfied the waiting period** and beginning with the 15th day of Your Involuntary Unemployment, We will cancel a minimum of 1 scheduled monthly payment(s). Thereafter, We will continue to cancel Your scheduled monthly payment for each 30 days, consecutive or non-consecutive, that You are Involuntary Unemployed, up to a maximum of (a) 6 months or (b) \$3,000. We will never cancel more than 12 monthly Protected Payments during a 12 month period. The calculation of the 12 month period begins on the date Your benefits begin.

**Protection Activation will not be provided for Involuntary Unemployment resulting from:** (a) any Annual, Regularly Scheduled or Seasonal Layoff; (b) any period of unemployment that occurs while You are a Temporary Employee, independent contractor, self-employed or employed by a joint Borrower; (c) retirement; (d) vacation; (e) strike; (f) unionized labor dispute; (g) lockout; (h) termination due to Your Willful or Criminal Misconduct; (i) voluntary unemployment; (j) voluntary loss of wages; or (k) spousal relocation.

## NON-PROTECTED EVENTS & ADVANCES

An event will not be protected under this Contract if it:

- is the result of a felony committed by You;
- is caused by or results from an atomic explosion or any other release of nuclear energy (except when used solely for medical treatment);
- is the result of an elective cosmetic surgery;
- is the result of an intentionally self-inflicted injury;
- is the result of an assisted suicide or an attempted assisted suicide; or
- occurs prior to the Effective Date of Protection.

A death event (other than death of a non-protected dependent) will not be protected by **Life Plus** protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection for the Advance, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection for the Advance; or
- is the result of a suicide that occurs within the 12 months immediately following the Effective Date of Protection for the Advance.

An event (other than Your death) will not be protected under Life Plus protection if the event:

- occurs within the 3 months immediately following the Effective Date of Protection for the Advance.

An event will not be protected by **Disability** protection if it:

- occurs within the 6 months immediately following the Effective Date of Protection for the Advance, and is related to a pre-existing condition for which You received advice, diagnosis, or treatment (including medication) within the 6 months immediately preceding the Effective Date of Protection for the Advance; or
- is related to a normal pregnancy; however, complications due to pregnancy or childbirth may be protected if the complications themselves are the cause of the Disability.

An event will not be protected by **Involuntary Unemployment** protection if it:

- occurs within the 3 months immediately following the Effective Date of Protection for the Advance.

## GENERAL PROVISIONS

**CHANGING YOUR OPTIONS.** You must provide Us written notice of any request to change Your options. If You add a Protected Event, the Effective Date of Protection for the additional Protected Event is the date You purchased protection for that Protected Event. This will not change the Effective Date of Protection for any previously elected Protected Event(s). If You remove a Protected Event, the termination date is the date You removed protection for that Protected Event, which can never precede the date of Your written notice.

**CHANGING THE TERMS OF THIS CONTRACT.** We reserve the right to change the terms of this Contract and apply those changes to the protection You purchased under this Contract. You will receive notice before any change goes into effect. Your continued payment of the Program Fee will constitute Your acceptance of the change in terms.

**CONCURRENT PROTECTED EVENTS.** For each protected Borrower, the amount cancelled will be applied to the dollar and term limitations for each Protected Event. We will never cancel more than the Protected Payment. If You qualify for Disability (original Protected Event) and sustain an additional Sickness or Accidental Injury, which

would be in and of itself disabling, the additional Sickness or Accidental Injury will not be considered a new Disability Protected Event, but rather will be considered the same Protected Event. This means that You will receive benefits only if You did not exhaust Your maximum Protected Event benefits in connection with the original Protected Event. **In the event a Life Plus, Disability or Involuntary Unemployment event occurs while Protection Activation is occurring for Life Plus, We will not provide Protection Activation for these events until Protection Activation has stopped for Life Plus.**

**CONTINUED EFFECTIVENESS.** If any part of this Contract is determined to be unenforceable, it does not affect the validity of the rest of the Contract.

**ERRORS AND ADJUSTMENTS.** If We have inadvertently deviated from the terms of this Contract, We will make the necessary adjustments when the error is discovered. If We cancel more benefits than You are entitled to under this Contract, You will remain obligated to pay these amounts to Us within 30 days of receipt of written notification from Us as if no cancellation occurred.

**LOAN MODIFICATION OR REFINANCE WITH US.** If Your Loan is modified or refinanced with Us, We will continue to protect the modified or refinanced Loan according to the terms of this Contract. If the balance of the Loan is increased, the Effective Date of Protection for the increased amount will be the date the Loan is modified or refinanced and such amount will be treated as a new Advance. If Your Loan is modified or refinanced during a period of Protection Activation, the modification or refinancing will not change Your Protection Activation, and We will continue to cancel the Protected Payment based on the Protected Balance prior to modification or refinancing.

**LOAN OBLIGATION.** Protection under this Contract does not affect, alter, or otherwise relieve Your obligations under Your Loan with Us. Whether or not You have made a request for Protection Activation, You remain obligated to make payments to Us and to comply with the terms of Your Loan.

**LOAN OBLIGATION AFTER A PROTECTED EVENT.** During the time it takes to process Your Protection Activation, You remain responsible for making at least the minimum required Loan payment due on the Loan by the payment due date. If the minimum required Loan payment due is greater than the Protected Payment, You are responsible for paying the difference to Us. Upon approval of Your Protection Activation, We will refund to You or credit to Your account any Loan payments You made during the processing period that were eligible for cancellation.

**MISSTATEMENT OF MATERIAL FACT.** If We find that You provided false or inaccurate information We reserve the right to terminate Your protection. If a Protection Activation has been filed, the Protection Activation will be denied.

**PAST EVENTS.** This Contract does not protect You from events that occurred before You purchased protection.

**PROOF OF A PROTECTED EVENT.** You must notify Us or Our Administrator of a Protected Event as soon as possible. You are responsible for providing, and continuing to provide, all the information required by Us to determine qualification for Protection Activation for the Protected Event. If You fail to provide all the information required by Us to verify Your continued qualification for Protection Activation We will not cancel all or a portion of the interest, Protected Payment, Program Fee, or Protected Balance. All information must verify the Protected Event to Our satisfaction. We will only make cancellations if You have a Protected Balance at the time of the Protected Event.

**RECURRENCE OF SAME OR RELATED PROTECTED EVENTS.** If the same type of Protected Event occurs again within 1 year after You have recovered or returned to Active Employment, We will treat this as one Protected Event subject to the initial Protected Event's terms and conditions, including, but not limited to the maximum number of cancellations for the initial Protected Event. No additional benefits will be activated once You have reached any of the initial Protected Event's maximums. For Disability, this only applies if You suffer a Disability due to the same condition.

If the same type of Protected Event (for Disability the same condition) occurs again more than 1 year after You have recovered or returned to Active Employment, We will consider it a new Protected Event and You will need to satisfy all requirements to qualify for Protection Activation. This provision applies whether You return to Active Employment with the same or a different employer.

**TAX IMPLICATIONS.** You may be subject to federal, state, and local taxes on the amount of Your cancelled Protected Payment or Protected Balance. You should consult Your tax advisor. We or Our Administrator will not provide You with guidance on the tax implications, if any, of a cancelled debt.

**TERMINATION OF PROTECTION.** You may terminate protection on Your account(s) at any time by providing Us with written notice at least 5 business days prior to the requested termination date. If You do so within 30 days of purchasing protection, We will credit You for any Program Fees charged for the protected account(s). We will credit You for any Program Fees You paid for the period after Your protection terminates. Termination will not affect benefits for a Protected Event that occurred prior to the termination date as long as an Outstanding Balance remains on the protected account(s).

**Your protection will automatically terminate:**

- on the last day of the month during which Your Loan and/or Program Fee is 3 months delinquent or past due. If You bring Your protected account current, Your protection will not be reinstated automatically. You must re-purchase protection and meet all requirements to qualify for protection;
- if Your Loan is paid-off, refinanced with a Creditor other than Us, or discharged for any reason; or
- if We give You written notice at least 30 days in advance of the termination (or as required by law).

Contact Us with any questions on this Contract.

June 02, 2022

Justin Patrick Jenkins

Dear Justin Patrick Jenkins,

Congratulations! You have been prequalified for a Used Auto CE loan in the amount of \$11,000.00. Your application number is [REDACTED]. Please reference this number with all correspondence.

Your prequalification is based upon the information that you recently provided to ECU and may be subject to verification. **Please be advised that final approval of your loan application is still pending. If none of the items below are checked, additional information is not required from you at this time.** The processing of your loan application cannot be completed until we receive the following information:

- |   |  |
|---|--|
| <input type="checkbox"/> Please call _____ at your earliest convenience to complete your loan closing.  | <input type="checkbox"/> Satisfactory collateral and acceptable collateral value.  |
| <input type="checkbox"/> Proof of income for non-ECU employee: <ul style="list-style-type: none"><li>• If paid bi-weekly or semi-monthly, provide two most recent paystubs.</li><li>• If paid weekly, provide four most recent paystubs.</li><li>• If self-employed, provide the last two years of tax returns.</li></ul> | <input type="checkbox"/> Collateral information: <ul style="list-style-type: none"><li>• Deal sheet or buyers order if purchasing from a dealer.</li><li>• Copy of title or vehicle registration if purchasing from an individual or refinancing an existing loan.</li></ul> |
| <input type="checkbox"/> Verification of additional income – such as rental, retirement, etc.   | <input type="checkbox"/> Maximum Loan to Value _____.  |
| <input type="checkbox"/> Establish membership with Eastman Credit Union.  | <input type="checkbox"/> MSRP from window sticker, spec sheet, etc.  |
| <input type="checkbox"/> For refinances, please provide the payee name, address of payee, dollar amount to be paid, name as listed on account and account number to be credited. Please ensure payoff amount is effective for 20 days due to processing and mailing times.  | <input type="checkbox"/> Current schedule.   |
| <input type="checkbox"/> Other  | <input type="checkbox"/> Bill for current semester.  |
|   | <input type="checkbox"/> Previous semester grades or transcript.   |
|   | <input type="checkbox"/> Lease agreement.  |
|   | <input type="checkbox"/> Acceptance Letter.  |
|   | <input type="checkbox"/> Personal Financial Statement.   |

Upon receipt of the requested information, we will verify whether you qualify for the loan. Please provide this information within 30 days of the date of this letter. If we do not receive the requested information by that date, we will regrettably be unable to give further consideration to your credit request. If this letter was received electronically, please use the attachment options provided below to send the requested information to your loan officer, or if you prefer, you may email information via secure email at <https://secure.ecu.org/securerereader/init.jsf>. Login/register, click on 'New Message' and submit the above information to LOnlineapps@ecu.org. Faxes may also be sent to 423-349-1484. Rates are subject to change without notice.

Did you know? If you are purchasing an auto or recreational vehicle, keep in mind that ECU partners with select local dealers to process loans for us. Check out the attached list of dealerships that can assist you with an ECU loan if you prefer to start a new loan application and sign loan documents at the dealership. This list is also available at <https://www.ecu.org/Loans/Auto-Loans/Direct-Dealer-Program>. If you choose to complete an application through the dealer, any products purchased such as GAP or warranty will be the products sold by the dealer, not ECU's products. During your shopping process, feel free to contact your ECU Representative to complete this loan application. You can take a picture, scan or fax your deal sheet to provide ECU with the information needed to prepare your loan documents. The ECU Representative will be able to work with you to complete your loan documents electronically and send the funds to the dealership for you.

Thank you for giving ECU the opportunity to assist you with your financial needs.

Sincerely,

Lending Center Online Team

LOnlineapps@ecu.org

## ECU Participating Dealerships

All Star Ford - Kilgore, TX  
Bachman Bernard Chevrolet Buick GMC Cadillac - Greeneville, TN  
Blue Ridge Chrysler Dodge Jeep Ram - Abingdon, VA  
Boone Lake Marina - Piney Flats, TN  
Bristol Honda - Bristol, TN  
Champion Chevrolet Cadillac - Johnson City, TN  
Chantz Scott Chrysler Dodge Jeep Ram - Greeneville, TN  
Chantz Scott Kia - Kingsport, TN  
Chaparral Buick GMC - Johnson City, TN  
Courtesy Chevrolet Buick GMC Cadillac - Kingsport, TN  
Crabtree Buick GMC - Bristol, VA  
Crowder RV Center - Johnson City, TN  
Dutch Miller Nissan - Bristol, TN  
Empire Ford Lincoln - Abingdon, VA  
Fairway Ford - Kingsport, TN  
Fairway Volkswagen - Kingsport, TN  
Freedom Ford of Wise - Wise, VA  
Friendship Ford of Bristol - Bristol, TN  
Friendship Hyundai of Bristol - Bristol, TN  
Friendship Hyundai of Johnson City - Johnson City, TN  
Friendship Chrysler Dodge Jeep Ram - Bristol, TN  
Friendship Volvo Cars of Bristol - Bristol, TN  
Gateway Ford Lincoln Mazda - Greeneville, TN  
Gateway Nissan - Greeneville, TN  
Harper Audi - Knoxville, TN  
Harper Infiniti - Knoxville, TN  
Harper Porsche Jaguar - Knoxville, TN  
Honda Kingsport - Kingsport, TN  
J.O. Williams Ford - Gladewater, TX  
Johnson Chevrolet Buick - Clintwood, VA  
Johnson City Acura - Johnson City, TN  
Johnson City Ford - Johnson City, TN  
Johnson City Honda - Johnson City, TN  
Johnson City Mazda - Johnson City, TN  
Johnson City Toyota - Johnson City, TN  
Legg Motor Company - Piney Flats, TN  
Lexus of Kingsport - Kingsport, TN  
Marshall Ford - Marshall, TX  
Maverick Chevrolet - Marshall, TX  
Orr Cadillac GMC - Longview, TX  
Patterson Chevrolet Chrysler Dodge Jeep Ram - Kilgore, TX  
Patterson Nissan - Longview, TX  
Peters Chevrolet Chrysler Dodge Jeep Ram Fiat - Longview, TX  
Pioneer Chevrolet - Abingdon, VA  
Plano Marine - Longview, TX  
Rick Hill Imports - Kingsport, TN  
Rogersville Chevrolet Chrysler Dodge Jeep Ram - Rogersville, TN  
Toyota of Bristol - Bristol, TN  
Toyota of Kingsport - Kingsport, TN  
Toyota of Longview - Longview, TX  
Tri-Am RV Center of East TN - Bulls Gap, TN  
Tri-Cities Chrysler Dodge Jeep Ram - Kingsport, TN  
Wallace Imports of Bristol - Bristol, TN  
Wallace Imports of Johnson City - Johnson City, TN  
Wallace Nissan Mitsubishi - Kingsport, TN





**EASTMAN  
CREDIT  
UNION®**

P.O. Box 1989 • Kingsport, TN 37662

☐ **Covered Borrower Under Military Lending Act**

## Security Agreement

BORROWER(S) NAME AND ADDRESS		DATE 06/02/2022	LOAN/ACCOUNT NUMBER	MATURITY/EXPIRATION DATE 06/01/2027	
OWNER OF PROPERTY NAME(S):					
<b>SECURITY OFFERED</b> <input type="checkbox"/> <b>CONSUMERS' CLAIMS AND DEFENSES -- IF CHECKED, SEE PARAGRAPH 6 FOR NOTICE</b>					
PROPERTY/MODEL	YEAR	I.D. NUMBER	LIEN AMOUNT \$	VALUE	KEY NUMBER
OTHER (DESCRIBE):					
PLEDGE OF SHARES AND/OR DEPOSITS		ACCOUNT NUMBER	PLEDGE OF SHARES AND/OR DEPOSITS \$		ACCOUNT NUMBER

In this Agreement all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears on this Agreement and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the Loan or Account with the loan/account number specified above. Any references to the "Advance" mean any Advance under an Account or Open-End "Plan". All references to "You" or "Your" mean each person who signs, or otherwise authenticates, this Agreement. All references to "Borrower" mean anyone who has signed, or otherwise authenticated, the Agreement for the Loan with the loan/account number referenced above, or agreed to an Advance under the "Plan".

A "Covered Borrower" for purposes of this Agreement means a consumer who, at the time the consumer became obligated on the Loan/Plan associated with this Agreement, was a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on the Loan/Plan associated with this Agreement) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

**1. THE SECURITY FOR THE LOAN/ADVANCE** -- By signing or otherwise authenticating this Security Agreement, You give Us what is known as a security interest in the Property described in the "Security Offered" section above. The security interest You give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which You buy within 10 days of the Loan/Advance or any extensions, renewals or refinancings of the Loan/Advance. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** -- The security interest secures the Loan/Advance and any extensions, renewals, modifications, or refinancings. **Unless prohibited by applicable law, this also secures any other loans/advances, including any credit card loan, the Borrower has now or receives in the future and any other amounts the Borrower owes Us for any reason now or in the future, except any loan secured by Borrower's principal dwelling.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule, the Property will secure only this Loan/Advance and not other amounts the Borrower owes.

**3. OWNERSHIP OF THE PROPERTY** -- You promise that You own the Property You give as security or if this Loan/Advance is to buy the Property, You promise You will use the proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan/Advance is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** -- If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement or some other document or instrument to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform

**LOANLINE**

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Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You promise to pay all costs, including but not limited to any attorneys fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** -- Until the Loan/Advance has been paid off, You promise You will: (1) Use the Property carefully and keep it in working order and good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.

**6. CONSUMERS' CLAIMS AND DEFENSES NOTICE** -- *The following paragraph applies only when the box above is checked.* **NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**7. PROPERTY INSURANCE, TAXES AND FEES** -- You promise to maintain property insurance on all Property that You give as security for the Loan/Advance. You may purchase the property insurance from anyone You choose who is acceptable to the Credit Union. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what the Borrower owes. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your insurance policy. You also promise to pay all taxes and fees (like registration fees) due on the Property.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan/Advance and the Borrower(s) will pay interest on those amounts at the same rate agreed to on the Loan/Advance. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans/advances for the purpose of determining whether You and Borrower(s) have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan/Advance may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan/Advance, We may increase Loan/Account/Plan payments to pay the amount added within the term of the insurance or approximate term of the Loan/Advance.

**For Louisiana Owners of Collateral:** If the Property is a motor vehicle, You are required to maintain liability insurance on the Property in an amount not less than the minimum amount required by law. If You fail to maintain liability insurance on the Property, Your vehicle may be impounded. Any costs and/or penalties related to the impoundment of the Property that We pay may be deducted from the proceeds from the sale of the Property.

**8. INSURANCE NOTICE** -- If You do not purchase the required property insurance, the insurance We may purchase and charge Borrower(s) for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**For Louisiana Owners of Collateral:** Louisiana law requires all motorists to be covered by a motor vehicle liability policy with legally prescribed liability limits. Failure to obtain insurance that meets those limits will subject You to penalties, which may include the suspension or revocation or driving privileges.

**9. LIMITED DURABLE POWER OF ATTORNEY** - You hereby irrevocably appoint Us and any and all of Our agents acting on Our behalf as Your attorney-in-fact with full authority to execute and record any and all instruments, affidavits, certificates of title, applications for noting of liens on certificates of title, renewals, and other documents necessary to: (a) effect registrations, transfers of title, applications for title and notations of liens on certificates of title for any and all Collateral; (b) evidence Our security interest in any and all Collateral; and (c) do such other things and take such other actions required to title, license and/or perfect Our security interest in any and all Collateral. As used herein, the term "Collateral" means the property (or properties) described in the "Security Offered" section of this Agreement or receipts, vouchers and/or other documents that You have received and/or will receive in the future in connection with an Advance made under this Agreement and/or the Plan. This Limited Power of Attorney shall not terminate or otherwise be affected by Your subsequent disability or incapacity.

**10. DEFAULT -- Wisconsin and Iowa Owners of Collateral Only.** You will be in default if You break any promise You make or fail to perform an obligation You have under this Agreement and that breach or failure to perform materially impairs the condition, value, or protection of, or Our rights in the Property. You will also be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it. You will also be in default if the Loan/Advance is in default.

**New Hampshire Owners of Collateral Only.** You will be in default if Our ability to realize on any motor vehicle that is security for this Loan/Advance is significantly impaired, except as limited by the New Hampshire Retail Installment Sales

of Motor Vehicles law. You will be in default if any Property You have given as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it. You will also be in default if You break any promise or fail to perform any obligation You have under this Agreement. Additionally, You will be in default if the Loan/Advance is in default.

**All Other Owners of Collateral.** You will be in default if You break any promise You make or fail to perform any obligation You have under this Agreement. You will be in default if any Property You have given Us as security is repossessed by someone else, seized under forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it. You will also be in default if the Loan/Advance is in default.

**11. WHAT HAPPENS IF YOU ARE IN DEFAULT -- The following paragraphs apply to all Owners of Collateral except Wisconsin and Louisiana Owners of Collateral.** When You are in default -- and, for owners of collateral in Colorado, the District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia, and state chartered credit unions lending to South Carolina borrowers, after You have been given any time You have under state law to cure Your default -- You agree that the Credit Union has the right to take possession of the Property given as security for the Loan/Advance without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it when You are in default. We will not be responsible for any other Property not covered by this Agreement that You leave inside the Property or that is attached to the Property. We will try to return that Property to You or make it available for You to claim.

After We have possession of the Property, We can sell it and apply the money to any amounts owed under the Loan/Advance. We will give You notice of any public disposition or the date on which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale, and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

**Wisconsin Owners of Collateral Only.** When You are in default, and after You have been given any right You have under state law to cure Your default, We can seek to take possession of the Property. You may voluntarily give the Property to Us if You choose, or We may seek to take possession of the Property by judicial process or any other method authorized by applicable law. If We ask, You promise to deliver the Property at a time and place We choose. You agree that We may obtain a key or other device necessary to unlock and operate it when You are in default and, if a judgment for replevin is necessary to take possession of the Property, after entry of a judgment for replevin. If We sell the Property, You agree to pay reasonable expenses incurred in disposing of the Property. If the Property is a motor vehicle, mobile home, trailer, snowmobile, boat or aircraft, You will also be required to pay any costs permitted under Section 422.413 of the Wisconsin Statutes. We may also exercise any other rights given by law when You are in default.

**Louisiana Owners of Collateral Only. WHAT HAPPENS IF YOU ARE IN DEFAULT - LOUISIANA LAW PERMITS REPOSSESSION OF MOTOR VEHICLES WITHOUT JUDICIAL PROCESS** - Pursuant to Louisiana law, if You are in default under this Agreement, the Credit Union will have the right to cause the Property to be immediately seized and sold under ordinary or executory process, with or without appraisal, in accordance with Louisiana law, whether during term of court or vacation, without the necessity of demanding payment from You or of notifying You and placing You in default. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it when You are in default.

**Unless You are a Covered Borrower under the Military Lending Act, for purposes of foreclosure under Louisiana executory process procedures, You hereby confess judgment in the Credit Union's favor for all amounts secured by this Agreement, in principal, interest, late charges, costs and attorney's fees, and for all other funds that the Credit Union may advance on Your behalf under this Agreement, such as for the payment of insurance, or taxes, or the preservation of the Property. To the extent permitted under applicable Louisiana law, You additionally waive: (a) the benefit of appraisal as provided under Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure; and all other laws with regard to appraisal upon judicial sale; (b) the demand in three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (c) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (d) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (e) all other provisions under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above.**

**The following applies to all Louisiana Owners of Collateral:** You further agree that the Credit Union may appoint a keeper of the Property in the event of foreclosure. Should the Property for any reason be located in another state at the time of or following Your default, or should there be a subsequent change in Louisiana law permitting self-help remedies, You agree that the Credit Union may take possession of the Property in any manner then permitted under the laws of the state in which the Property is then located or under Louisiana law as then in effect. Should the Credit Union for any reason have or acquire possession of the Property at or following default, You agree that the Credit Union may sell the Property at public auction or private disposition, as authorized by Louisiana law or the applicable provisions of the Uniform Commercial Code in effect in the state where the Property is then located. If the Credit Union is required by law to give You notice of the public or private sale of the Property, notice shall be sent to You at Your last address appearing in the Credit Union's records prior to the sale or disposition, as required by law.

All expenses relating to the sale or other disposition of the Property, including without limitation, the Credit Union's expenses of retaking, holding, insuring, preparing for sale and selling the Property, will be secured under this Agreement and will be deducted from the money the Credit Union receives from the sale. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code.

**Default Interest Rate:** You agree that if You are in default and You have agreed to pay the Loan, We may increase Your interest rate on the Loan up to 18% or the maximum allowed by state law.

**12. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN/ADVANCE --** We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan/Advance, You agree that this Agreement will continue to protect Us.

**13. CONTINUED EFFECTIVENESS --** If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**14. NOTICE FOR ARIZONA OWNERS OF PROPERTY --** It is unlawful for You to fail to return a motor vehicle that is subject to a security interest, within thirty days after You have received notice of default. The notice will be mailed to the address You gave Us. It is Your responsibility to notify Us if Your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

**15. FOR LOUISIANA OWNERS OF COLLATERAL ONLY --**

**a. Governing Law.** You agree that any security rights that You are granting to the Credit Union will be subject to Louisiana law.

**b. Location of Property.** Unless otherwise indicated, the Property will be kept at Your address indicated on the first page of this document. You agree not to remove the Property from the State of Louisiana for more than 60 consecutive days without first obtaining the Credit Union's prior written consent.

**c. Miscellaneous.** Unless You are a Covered Borrower under the Military Lending Act, You waive any and all exemptions from seizure with regard to the Property as may be granted under applicable law.

#### SIGNATURES

THE TERMS OF THE SECURITY AGREEMENT ARE CONTAINED ABOVE. BY SIGNING, OR OTHERWISE AUTHENTICATING, YOU AGREE TO MAKE AND BE BOUND BY THE PROMISES IN THE SECURITY AGREEMENT.

Signature

Date

**X**

06/02/2022

(Seal)

Signature

Date

**X**

06/02/2022

(Seal)

Signature

Date

**X**

06/02/2022

(Seal)

Signature

Date

**X**

06/02/2022

(Seal)